
SUMMER HOUSING LICENSE AGREEMENT FOR ALL INDIVIDUAL GUESTS (LICENSEES) – SUMMER 2017

GW or the University: owner and/or operator of certain campus facilities which provide housing to support education-related use by individuals and sponsoring organizations.

Licensee: an approved 1.) individual guest (external Summer guest), 2.) a GW academic-year student, or 3.) non-GW academic-year student attending GW Summer 2017 courses who desires Summer usage of certain George Washington University residence hall facilities to support an educationally related purpose: to participate in a structured internship, employment or volunteer position in the Washington D.C. area, and/or who takes Summer course(s) at the University, for an amount of time equal to or exceeds a seven (7) week stay (external Summer guests) or one GW Summer Term (enrolled students). As defined in the Code of Student Conduct, "any currently enrolled person, full-time or part-time, or on continuous enrollment, pursuing undergraduate, graduate, or professional studies, whether or not in pursuit of a degree or of any form of certificate of completion" is deemed a GW student. All other individuals are deemed an external Summer guest or Individual Intern. All resident types are represented by this Summer Housing License Agreement.

TERMS AND CONDITIONS

1. TERM OF LICENSE

The University grants to the Licensee a license to occupy a space in a residence hall facility enumerated herein under the Terms and Conditions of this Summer Housing License Agreement (the "Licensed Space"). The parties mutually agree that nothing herein shall create a tenancy, that it is the intent of the parties hereto to agree to the use by the Licensee of certain facilities of the University and that the term hereof shall create a license only, and that at all times relevant to this License Agreement the parties shall stand in relation one to the other as Licensor-Licensee, and Landlord-Tenant laws will not apply.

2. OBTAINING PERMISSION FOR USE

Permission to use any Licensed Space will be granted only through approval from GW Housing. The Licensee shall not assign its rights, benefits, and duties under this License Agreement to any other person, group or entity. As required by law and to maintain the tax-exempt status of the University, any individual or sponsoring group requesting housing accommodations at GW must be involved in non-profit or education-related activities while in residence at GW and use of the Licensed Space under the terms and conditions herein is for educational purposes and such use shall comply with all rules and regulations governing use of the Licensed Space.

3. OCCUPANCY AND USE OF LICENSED SPACE

The University shall select and may change at any time, at its sole discretion, the space to which the Licensee will be assigned and the furnishings, features, and other occupants of the room. The University reserves the right to reassign the Licensee, after notification. If the Licensee requests a type of accommodation that is not available, the Licensee will be assigned to and charged the rate for alternative accommodations chosen by the University. The University reserves the right at any time during the Summer to fill vacancies in any room, apartment, or townhouse. Roommate requests based upon race, color, religion, sexual orientation, physical characteristics, or national origin will not be considered. A meal plan is not included with this License Agreement. Further, whether or not due to the negligence or misconduct of the University, the University shall not be responsible or liable for any property of the Licensee which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty. All property of the Licensee shall be in the Licensed Space at the Licensee's own risk, and it is the Licensee's sole responsibility to procure renter's insurance if it desires such coverage.

The Licensed Space must be occupied by the Licensee to whom it is assigned and may not be sublicensed to any other person or occupied by any other person. A Licensee assigned to a single occupancy room may not take on roommate(s). Assignments are only valid for those who have electronically submitted an application with GW Housing. Housing is not provided to families or couples. When reserving shared occupancy space, the University expects individuals will welcome other licensees also assigned to their shared space with the utmost courtesy and consideration. A Licensee with a vacancy in his/her room should anticipate having a roommate(s) assigned to the vacant space at some point during their occupancy. Licensees who inhibit or dissuade others from moving into their room, and/or physically occupy the vacant space or furnishings within their room are in violation of the terms and conditions of this Housing Agreement and submit themselves to administrative, financial, and/or judicial action up to and including administrative moves and/or termination of this Housing Agreement.

Subject to availability, a Licensee may opt to buy out all unoccupied spaces in a multiple occupancy apartment; this option may only be exercised after they have arrived to campus and checked in. Payment in full is required to fulfill request. The Licensee agrees to have their name, e-mail address, gender, and dates of stay made available to roommates. GW Housing reserves the right to relocate Licensee to a temporary assignment at GW Housing's discretion.

4. LICENSE PERIOD

This Summer Housing License Agreement is issued only for continuous calendar weeks (with a seven week minimum) for individuals guests including GW students eligible to live-in during Summer 2017 term and non-GW students taking Summer 2017 courses. The specific dates and minimum stay requirements are outlined as part of reservation and application process. The License Agreement expires at the end of the scheduled departure date, unless it is adjusted, canceled, or terminated earlier as specified below (the "License Period"). The Licensee waives any right to remain in the Licensed Space beyond the end of the License Period.

5. ELIGIBILITY

Summer housing is open and subject to availability, for individual guests who participate in a structured internship, employment or volunteer position in the Washington D.C. area, and/or who takes Summer course(s) at the University. The University reserves the right to confirm the Licensee's eligibility. The Licensee that selects a Greek Housing option must be confirmed approved by the sponsoring Fraternity or Sorority prior to registration. Those individuals who are not confirmed as approved by the sponsoring Fraternity or Sorority will be administrative reassigned to alternate housing. Additional cost may be assessed to the Licensee for such alternate housing accommodations. The Licensee must be at least eighteen (18) years of age by May 1, 2017. If the Licensee (as a GW academic-year student) has an overdue balance of more than \$500.00 owed to GW, the Licensee will not be eligible for Summer housing until the balance is paid in full to the University.

6. DEPOSITS AND PAYMENTS

A deposit is required when initially applying for Summer housing. The deposit amount, as required upon date of application, is a percentage of the total cost of Summer housing plus the full charge of an Administrative Fee. The deposit will be credited towards the final bill. All Summer Housing Fees for GW academic-year students are paid direct to GW Housing, not applied onto a individual's Student Account. Please note that only Visa, MasterCard, and American Express credit cards are accepted online. Full payment is due by the Friday prior to the scheduled date of arrival. The Licensee may only be checked in once the total housing balance has been paid in full. Failure to make timely payments will result in forfeiture of the Licensed Space and cancellation of this License Agreement.

The University reserves the right to employ a collection agency, refer GW academic-year students to the University's Office of Student Accounts, or pursue other legal options, to collect all balances which are not paid on time. These charges are also subject to action by a collection agency or the University's Office of Student Accounts. All expenses incurred by the University to collect any outstanding debts will become the responsibility of the Licensee.

7. DISTRICT OF COLUMBIA HOUSING ACCOMMODATIONS TAX

A 14.5% District of Columbia Housing Accommodations Tax must be collected on the housing accommodations of any Licensee not attending Summer courses at GW or enrolled as a full-time student at a college or university within the District of Columbia. under this License Agreement. GW students and non-GW academic-year student attending Summer 2017 courses are not subject to the District of Columbia's Housing Accommodations Tax. Licensees enrolled as a full-time student at another college or University within the District of Columbia must provide proof of enrollment for the Spring 2017 semester or the Fall 2017 semester to be exempted from the Accommodations Tax.

8. RESERVATION CHANGES

Change of stay requests (resulting in a shortened length of stay) made less than fifteen (15) days prior to the scheduled date of arrival will incur an additional \$250.00 Reservation Change Fee. A Licensee is still responsible for payments for a minimum of seven (7) consecutive weeks or one (1) Summer term regardless of any reservation change request. Refunds will only be given for payments beyond this minimum. Changes (resulting in a shortened length of stay) can only be made prior to the scheduled date of arrival and/or occupancy. Change of stay requests (resulting in a lengthened stay) made at any time will require immediate payment in full of the additional weeks or term when requested. Refunds or discounts will not be given for late arrivals or early departures outside of the reservation change process.

9. RESERVATION CANCELLATIONS

Any cancellation request of a Summer housing assignment must be submitted to GW Housing by electronically completing the Summer & Conference Housing Cancellation Form found on our Website at: <http://SummerHousing.gwu.edu/cancel>.

- a. A reservation cancellation request received by May 1, 2017, will be granted a full refund of any monies paid and release from further financial obligations.
- b. A reservation cancellation request received after May 1, 2017, will result in forfeiture of all monies paid and release from further financial obligations.

If the Licensee does not arrive within seven (7) days after the scheduled date of arrival, the reservation will be cancelled and all monies paid will be forfeited.

If the Licensee changes the date of arrival, and subsequently cancels the reservation, the Licensee is still bound by the cancellation policy with their original scheduled date of arrival. Failure to notify GW Housing of their cancellation request shall result in forfeiture of monies paid.

10. ROOM CHANGE REQUESTS

Room changes at the request of the Licensee are not considered in advance of the Licensee's arrival onto campus and occupancy of the Licensed Space. The Licensee may upgrade their housing accommodations prior to or during their stay if available or applicable. Payment in full for the additional cost of the upgraded accommodations for the entire length of stay will be immediately required to fulfill requests. Room changes may also occur as a result of administrative need in accordance with Section Three (3) of this License Agreement.

11. TERMINATION OF LICENSE

GW reserves the right at any time, in its sole discretion, to terminate this License Agreement, to suspend the Licensee from Summer housing, to postpone or cancel the assignment of any Licensed Space, or to postpone or cancel the commencement of services if: (A) the Licensee fails to pay any sum under this License Agreement when due, violate any other term of this License Agreement, cease to be eligible for Summer housing, or fail to occupy or improperly vacate the Licensed Space; (B) if the Licensed Space is unavailable for use or unusable due to any damage, construction, renovation, or repair; or (C) for any other reason that the University, in its sole discretion, deems to be good cause. If this License Agreement is terminated because of the Licensee's failure to perform any obligations under this License Agreement, the Licensee will continue to be responsible for all fees due under or as a consequence of this License Agreement, for the entire original License Period, including costs of collections and legal fees.

12. NON-PAYING PERSON POLICY

The Licensee may not permit a non-paying person to occupy any portion of the Licensed Space. Any non-paying individual found residing in any portion of the Licensed Space may be subject to immediate removal and barred from campus. The Licensee will also be charged for an additional participant, for each non-paying person found, for the maximum length of stay under this License Agreement.

13. INDIVIDUAL GUEST CHECK-IN/ARRIVAL PROCEDURES

An Individual Guest Check-in/Arrival occurs from 3:00pm – 8:00pm daily from the GW Summer Guest Services Office located in Phillip Amsterdam Hall (2350 H Street NW). GW Housing cannot accommodate check-ins before 3:00pm on the first scheduled date of arrival. At Check-in/Arrival, the Licensee will be required to complete a Summer Individual Guest Registration Card and will be issued a Summer Access Card used to gain entry into the Licensee's residence hall and/or residence hall room. In locations with metal key locks to residence hall rooms, the Licensee will also be issued key(s) to their Licensed Space. The Summer Access Card must be presented to GW University Police and GW Housing staff upon request at all times.

14. LINEN SERVICE

Linen service is neither provided nor available to the Licensee. Individual Guests must plan to bring their own linens.

15. INDIVIDUAL GUEST CHECK-OUT/DEPARTURE PROCEDURES

The Licensee must fully vacate the Licensed Space, officially check-out, and return all room keys and access cards no later than 11:00am on the scheduled date of departure of the License Period or immediately upon termination of this License Agreement. The Licensee must check out no later than 11:00 AM on the scheduled date of departure. If the Licensee fails to depart as scheduled, the Licensee will be deemed a trespasser and an additional Holdover Fee of \$150.00 per day will be levied until the Licensee leaves or is administratively evicted by the University.

Housing Room Keys and Access Cards shall be returned to GW Housing staff at the time of departure. Damage to an Access Card includes, but is not limited to: punching a hole in the card, affixing a sticker, or in any way making the card unusable. The Licensee will be assessed a \$50.00 fee for any broken, altered, or damaged Summer Access Card, or any access card not returned within 24-hours of their scheduled date of departure. Housing Room Keys and Access Cards should be placed in key envelope labeled with building, room number and the Licensee's name. If the Licensee chooses to return keys not in key envelopes as specified herein, they will forfeit all rights to dispute any missing/lost key or damaged access card charges. The Licensee will be assessed a \$150.00 fee for each key which is not returned within 48-hours of their scheduled date of departure. Fees for keys or access cards are due no later than thirty (30) days after being posted to the final Summer invoice. If keys and/or access cards are subsequently returned through the mail or in person more than 48-hours after their scheduled date of departure, the fees will be not be refunded.

When the Licensee vacates the Licensed Space, the Licensee must ensure removal of all personal property and leave the room and any furnishings, fixtures, and appliances in "broom clean" condition and in the same condition they were in when the Licensee initiated occupancy. Items left in the Licensee's Licensed Space after departure or termination of the License Agreement shall be treated as abandoned property and immediately disposed of by the University, in its sole discretion and without compensation. Any costs incurred by the University associated with such disposal will be the financial responsibility of the Licensee. Items left behind will not be mailed back to the Licensee.

16. CAMPUS RULES AND REGULATIONS

The Licensee agrees to review and abide by all University policies and regulations that are or shall become effective during the License Period. These policies and regulations include Residential Community Conduct Guidelines and Administrative Policies (RCCG), the Code of Student Conduct (Code) and other publications available from GW Housing. The Licensee must be aware of these policies prior to arrival, which are available on our Website at: <http://SummerHousing.gwu.edu/rules>. The guidelines established by the Code, RCCGs, and this Agreement shall apply to Licensee and all Group Participants; however, only GW academic-year students are entitled to a disciplinary process. As defined in the Code, a GW student is “any currently enrolled person, full-time or part-time, or on continuous enrollment, pursuing undergraduate, graduate, or professional studies, whether or not in pursuit of a degree or of any form of certificate of completion.” For all others, policy violations will normally result in a warning (for minor violations) or immediate termination of the License Agreement (for serious and/or repeated minor violations). The University may take immediate possession of the Licensed Space occupied by the Licensee for a violation of any terms of this License Agreement and without refund to the Licensee. Reports of violations of University policy received from the GW Police Department, GW Housing staff, and/or any other GW Department are considered factual and accurate, and may be the basis for decisions rendered with respect to the Licensee.

17. CHRONIC MISBEHAVIOR

A Licensee who occupies an inordinate amount of staff time and energy reflecting their dissatisfaction with residence hall living, and/or who exhibit behaviors that signify their inability to live in a residential community, may be required to meet with GW Housing staff to discuss whether the Licensee should be moved to another hall, continue in residence, and/or whether the License Agreement shall be terminated by the University, at its sole discretion.

18. OVERNIGHT VISITING GUEST POLICY

A Licensee may, only with the approval of all roommate(s) (if applicable), have overnight visiting Guest(s) for a period not to exceed three (3) consecutive nights Monday through Friday or five (5) consecutive nights where a stay includes Saturday and Sunday. No same individual may stay more than two separate visits over the License Period; doing so is a violation of the “Non-Paying Person Policy”, Section Twelve (12) of this License Agreement. Visiting Guest(s) are the responsibility of the Licensee and are to be escorted at all times. Visiting Guest(s) may be asked to leave campus and/or all University property at any time by GW Police Department and/or GW Housing staff if the Visiting Guest abuses the maximum guest visitation rights above. Administrative action may be taken against the Licensee whose Visiting Guest(s) exhibit(s) behavior not congruent with residence hall regulations as referenced in the “Campus Rules and Regulations”, Section Sixteen (16) of this License Agreement. The total number of occupants, including any Visiting Guest(s), of a room may not exceed double the established total capacity.

19. CONDITION OF LICENSED SPACE

The Licensee must report in writing to GW Housing any encountered problems or concerns with the condition of their Licensed Space, no later than 24-hours upon arrival. The Licensee shall not disassemble, alter nor remove any item or fixture of the University in the Licensed Space, nor nail, screw, tape, paint, or otherwise affix anything to the Licensed Space.

The Licensee hereby accepts responsibility for any property damage to the Licensed Space and any and all other buildings and property of the University resulting from the use of the Licensed Space and such other property by the Licensee’s presence and acts on the property of the University, and promises to pay the University for lost, damaged, destroyed, altered, or unreturned University property, including but not limited to: furnishings, housing room and mailbox keys, access cards, and the like, when the loss is not attributable to the University. The Licensee will be assessed for any damages occurring during the time of the use of the Licensed Space. When damage cannot be attributed to a specific Licensee within an assigned room/unit, the damage shall be attributed to all of the Licensees assigned to that specific room/unit. The room/unit of a Licensee that has become so unsanitary as to create health hazards, as determined by the University, will be ordered to be cleaned by specific assignment of housekeeping personnel. The Licensee will be charged for this additional service.

Charges for damage to common-use areas, including furniture and fixtures, may be assessed and billed equally to all Licensees of the residence hall where the damage occurred. Fees for damages and/or cleaning services are due no later than thirty (30) days after departure. If the Licensee wishes to file a complaint with respect to the condition of the facilities that arise during the course of the License Period, the Licensee must do so, in writing, prior to the Licensee’s departure from campus housing outlining the issue(s) to be considered by the University.

20. ACCESS TO LICENSED SPACE

GW reserves the right, at any time and for any reason, in its sole discretion, to enter the Licensed Space without prior notice to perform maintenance and make repairs; for compliance with health, fire, building codes, or with University policies and regulations; or because of any situation that the University, in its sole discretion, deems to be a danger to health, safety, or property. The Summer is also a time when facilities works on ongoing maintenance projects such as painting, carpet replacement, and other long term repairs, which may require access to the Licensed Space. The University further reserves the right to inspect a room at any time and its contents for violations of University policy and hall regulations, including but not limited to: possessing illegal substances or substances believed by staff to be illegal, or conducting activities that could endanger the life, safety, order, or welfare of members of the University community.

The Office of Risk Management will conduct Health and Safety Inspections and the Office of Facilities Management will conduct inventory inspections throughout the Summer. These inspections will be unannounced and will include, but are not limited to: a visual examination of electrical plugs, sprinkler heads, smoke detectors, and other life safety systems and an inventory count of provided furnishings. In addition, each unit will be examined for the presence of prohibited items and activity. These inspections will also include a general assessment of food and waste storage and cleanliness of the rooms. Prohibited items will be disabled, confiscated, and/or disposed of at the sole discretion of the University. A complete list of prohibited items can be found at the following Website address: <http://SummerHousing.gwu.edu/rules>.

21. SERVICE INTERRUPTIONS

Should the Licensee experience unexpected and/or intermittent interruption of services including but not limited to: air conditioning or heating, hot water, kitchen appliances, elevator functionality, internet connectivity, and building/room electronic tap access, the Licensee must notify GW Housing within 12 hours of that service interruption. The University must be allowed a reasonable amount of time to investigate and attempt to rectify any service interruptions. The University's primary response to service outages may be temporary reassignments to a location where services are not interrupted for any prolonged outage. Any unexpected and/or intermittent service interruptions are not grounds for reimbursement by the University, particularly should the Licensee and their Group Participants decline a temporary reassignment.

22. LOSS OF PERSONAL PROPERTY

Whether or not due to the negligence or misconduct of the University, the University shall not be responsible for any property of the Licensee which may be lost, damaged, or stolen, or for any loss thereof occasioned by fire, the elements, or other casualty. All property of the Licensee brought to campus shall be at the Licensee's own risk. The Licensee acknowledges responsibility to obtain whatever insurance may be required to cover any loss or damage arising out of Licensee's occupancy of the Licensed Space.

23. INDEMNIFICATION

The Licensee shall indemnify and hold harmless GW from any and all suits, actions, and claims by its agents, employees, members, guests, and participants as a result of personal injury, including death, and or property damage occurring on or about the Licensed Space and while on the residence hall facility property or any other property of the University which injuries are not caused by the sole negligence of the University or its employees or agents. The Licensee further shall indemnify and hold harmless the University from any and all suits, actions and claims by third-parties as a result of any personal injury, including death, and/or property damage caused by the actions of the Licensee. The Licensee shall indemnify and hold harmless the University from any and all suits, actions, damages, losses, and claims arising from the acts or failure to act of the Licensee agents, employees, and its members.

24. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

The Licensee, in the use and occupancy of the Licensed Space, agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religion, sexual orientation, gender identity or expression, disability, family responsibilities, matriculation, political affiliation, status as disabled veteran, or veteran of the Vietnam era or on any other basis prohibited by law or regulation. The Licensee agrees to comply, at the Licensee's expense, with all laws, rules and regulations in its use of the Licensed Space (including, but not limited to, all fire codes, laws and regulations). The Licensee's failure to comply with this section will result in immediate termination of this License Agreement.

25. CHOICE OF LAW

This License Agreement shall be governed by the laws of the District of Columbia, without any reference to conflict of law provisions thereof.

26. CAMPUS SAFETY INFORMATION

The University is committed to assisting all members of the GW community in providing for their own safety and security. GW's Annual Security and Fire Safety Report is available on the GWPD website at: <http://police.gwu.edu/annual-security-fire-safety-report-compliance-information>. The report contains information regarding campus security and personal safety including topics such as: crime prevention, university police law enforcement authority, crime reporting policies, disciplinary procedures and other matters of importance related to security on campus. It also contains information about crimes that occurred on campus; in certain off-campus buildings or property owned or controlled by GW; and on public property within, or immediately adjacent to and accessible from the campus. This information is required to be available by law and is provided by the George Washington Police Department.

27. INTERNET ACCESS AND CABLE SERVICES

ResNet service (wireless internet and cable television) is provided in GW's residence halls assigned to the Licensee as part of their housing charges. A GW Courtesy NetID is required in order to access ResNet services for all individual guests (external Summer guests). The Licensee must create a GW Courtesy NetID as part of the Summer housing registration process. In order to access cable television service, the Licensee must supply their own television and coaxial cable cord. In all locations, the network "GW Connect" is the wireless access provided. Any service related issues should be directed to the GW's Department of Information Technology Help Desk for resolution.